

DOWNEY BRAND LLP
 Jamie P. Dreher (Bar No. 209380)
 621 Capitol Mall, 18th Floor
 Sacramento, CA 95814
 Telephone: (916) 444-1000
 Facsimile: (916) 444-2100

Attorneys for
 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.
 d/b/a Teichert Aggregates

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

and

PACIFIC GAS AND ELECTRIC COMPANY,
 Debtors.

Case Nos.:

19-30088 (DM) – Lead Case
 19-30089 (DM)

Chapter 11 Case

**NOTICE OF CONTINUED
 PERFECTION OF MECHANICS
 LIEN PURSUANT TO 11 U.S.C. §
 546(b)(2)**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of Alameda, State of California (the "Property") and owned by PG&E Corporation and/or Pacific Gas

1 and Electric Company (collectively, the "Debtors").

2 2. Through May 28, 2019, the amount owing to TEICHERT is at least
3 \$650,709.02, exclusive of accruing interest and other charges, with additional amounts owed
4 and accrued after May 28, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records
7 of Alameda County, State of California, as more fully described in its Mechanics Lien, a true
8 copy of which is attached hereto as Exhibit A, on or about May 30, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
10 commenced within 90 days after recordation of the claim of lien. However, due to the
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law
13 requires seizure of property or commencement of an action to perfect, maintain, or continue
14 the perfection of an interest in property, and the property has not been seized or an action has
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give
16 notice within the time fixed by law for seizing the property or commencing an action. (See
17 11 U.S.C. § 546(b)(2); see also In re Baldwin Builders (Village Nurseries v. Gould), 232 B.R.
18 406, 410-411 (9th Cir. 1999); Village Nurseries v. Greenbaum, 101 Cal.App.4th 26, 41 (Cal.
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien
23 and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and
7 TEICHERT asserts that its lien is senior to and effective against entities that may have
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement
13 this notice.

14
15 DATED: June 4, 2019

DOWNEY BRAND LLP

16
17 By: /s/ Jamie P. Dreher
18 JAMIE P. DREHER
19 Attorney for
20 TEICHERT PIPELINES, INC. AND
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT
22 AGGREGATES
23
24
25
26
27
28

EXHIBIT A

RECORDING REQUESTED BY
REQUESTED BY SCOTT MCELHERN
WHEN RECORDED MAIL TO

NAME DOWNEY BRAND LLP
MAILING Scott McElhern
ADDRESS 621 Capitol Mall, 18th Floor
Sacramento, CA 95814

PHONE (916) 444-1000
NUMBER



2019101430

05/30/2019 03:53 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 108.00



4 PGS

Not to be recorded
unless with original

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CLAIM OF MECHANICS LIEN
(Cal. Civ. Code § 8416)

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a Pacific Gas & Electric Company work of improvement located in the City of Berkeley, County of Alameda, State of California, and more particularly described as follows.

Gas transmission pipeline DFM 0140-01 at the following locations:

MP 0.06 and 0.07: at Heinz Avenue adjacent to 2865 Seventh Street, Berkeley, California 94710 (APN 53-1651-001-004) and 920 Heinz Avenue, Berkeley, California 94710 (APN 53-1651-001-001).

MP 0.17: at Heinz Avenue between 1001 Heinz Avenue, Berkeley, California 94710 (APN 53-1660-027-001) and 1029 Heinz Avenue, Berkeley, California 94710 (APN 53-1660-023-001).

MP 0.25, 0.26 and 0.28: at San Pablo Avenue adjacent to APN 53-1652-001-005 in Berkeley, California 94710.

MP 0.408: at Russell Street between APN 53-1629-035-00 and APN 53-1672-010-00 in Berkeley, California 94702.

MP 0.480 and 0.50: at Russell Street between APN 53-1621-005-00 and APN 53-1621-001-00 in Berkeley, California 94702.

MP 0.59, 0.60 and 0.65: at Russell Street between APN 53-1669-012-02 and APN 053-1672-010-00 in Berkeley, California 94702-94703.

2. After deducting all just credits and offsets, the sum of \$650,709.02 plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: Excavate and expose pipeline; complete pipeline inspection; perform repairs and recoat as needed; complete documentation; backfill and compact excavation; install PG&E warning decals and pipeline marker decals.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

4. The name and address of the owner or reputed owner of the improvements is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105. Claimant asserts this lien on the distinct and vested property rights of Pacific Gas & Electric Company in the improvements, and not on the interest of any private or public fee owners.

5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED: May 28, 2019

TEICHERT PIPELINES, INC.

By: 
Sean Collins, Credit Manager


VERIFICATION

I, Sean Collins, am the Credit Manager of Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: May 28, 2019

TEICHERT PIPELINES, INC.

By: 
Sean Collins, Credit Manager

NOTICE OF MECHANICS LIEN CLAIM

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.clb.ca.gov.

1557707.1

PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On May 30, 2019, at Sacramento, California, I served the enclosed:

CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

- ☐ Registered Mail, Return Receipt Requested;
- ☒ Certified Mail, Return Receipt Requested;
- ☐ Express Mail; or
- ☐ Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company
77 Beale Street, 32nd Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on May 30, 2019, at Sacramento, California.



Mary Dowd